

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

POLISH STEAMSHIP COMPANY, and
POLSTEAM SHIPPING COMPANY

Plaintiffs,

-against-

NOVEL COMMODITIES S.A.

Defendant.

Civil Action No. 13-cv-2435 (WHP)

ECF Case

STIPULATION OF DISMISSAL

WHEREAS, on or about April 11, 2013, plaintiffs Polish Steamship Company and Polsteam Shipping Company (collectively, "Plaintiffs"), commenced the above-captioned action against defendant Novel Commodities S.A. ("Defendant") by filing a Verified Complaint in Admiralty (the "Complaint");

WHEREAS, Plaintiffs' Complaint set forth allegations and causes of action against the Defendant arising from transactions and occurrences described in the Complaint (the "Underlying Claims");

WHEREAS, Plaintiffs' Complaint reserved Plaintiffs' rights to have the merits of the Underlying Claims resolved by arbitration or litigation in London pursuant to English law;

WHEREAS, Plaintiffs' Complaint sought to obtain security for its Underlying Claims pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions ("Plaintiffs' Claims for Security"); and

WHEREAS, on or about November 8, 2013, Plaintiffs and Defendant entered into an agreement which, amongst other things, resolved this security action (the "November 8, 2013 Agreement");

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiffs and the Defendant, through their respective, below-signed attorneys, that:

1. All parties named in this proceeding have appeared;
2. Pursuant to Rule 41 of the Federal Rules of Civil Procedure this action is dismissed;
3. The dismissal of this action is only *with prejudice* as to the Plaintiffs' Claims for Security but, the dismissal of this action is *without prejudice* in all other respects whatsoever, specifically including, but not limited to, Plaintiffs' Underlying Claims;
4. The dismissal of this action is also without fees or costs to any party with respect to this action save to the extent those fees or costs may be recoverable as a part of the Plaintiffs' Underlying Claims; and
5. Nothing set forth herein is intended, or shall be deemed, to be a waiver, modification, or amendment, in any manner whatsoever, of any provisions or terms set forth in the November 8, 2013 Agreement.

Dated: December 19, 2013

The Plaintiffs,
POLISH STEAMSHIP COMPANY
POLSTEAM SHIPPING COMPANY

By: 

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The Defendant,
NOVEL COMMODITIES S.A.

By: 

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